

## Baker&Hostetler LLP

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Renée C. Floyd  
direct dial: 310.442.8818  
rfloyd@bakerlaw.com

October 28, 2016

Regional Freedom of Information Officer  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street (OPA-2)  
San Francisco, California 94105

**Re: Freedom of Information Act Request – the Former Aluminum Company of America (“Alcoa”) Properties in the City of Vernon**

Dear Sir/Madam:

By this letter and pursuant to the provisions of the Freedom of Information Act (“FOIA”), 5 U.S.C. Section 552, we hereby request that the U. S. Environmental Protection Agency (“EPA”) provide us with copies of the following public records, regarding the former Aluminum Company of America (“Alcoa”) facility located at the southeast corner of the intersection of Boyle Avenue and Fruitland Avenue in the City of Vernon (the “Alcoa Facility”). The Alcoa Facility was sold by Alcoa in 1999 as follows: Parcels 1 and 5 of Parcel Map 24894 were sold to Xebec, LLC (“Xebec Eastern Parcel”); Parcels 2, 3 and 4 of Parcel Map 24894 were sold to XA Partners, LLC (“XA Eastern Parcel”); and Parcels 6, 7 and 8 were sold to Century Cast Plate, Inc. (“Western Parcel”) (together, the “Properties”). See attached Grant Deeds for reference. Street addresses associated with the Alcoa Facility and the Properties include, but are not limited to, 5101, 5151 and/or 5401 Alcoa Avenue and 3200 Fruitland Avenue.

The scope of this request includes public records related to (1) the Alcoa Facility during Alcoa’s period of ownership, up through 1999; (2) the Xebec Eastern Parcel for the period following Alcoa’s sale of the same to Xebec, LLC; (3) the XA Eastern Parcel for the period following Alcoa’s sale of the same to XA Partners, LLC; and (3) the Western Parcel for the period following Alcoa’s sale of same to Century Cast Plate, Inc., up through May 2005. Specific categories of public records include, but are not limited to, the following:

- a. Any information requests issued by EPA regarding the Properties;
- b. Any reports received or issued by EPA in connection with any contamination in, at, under or emanating from the Properties;

c. Any documents, information, submissions or correspondence related to the Consent Agreement and Final Order between Alcoa and EPA dated February 12, 1990 (Docket No. TSCA-09-89-0015), attached for reference;

d. Any other orders issued by EPA or correspondence related to the Properties;

e. Any documents or information regarding the Properties relating to: (1) permits; (2) investigations or inspections; (3) notices of violation or other enforcement orders or notices issued; (4) hazardous materials or substances at the Properties; (5) technical reports; (6) characterization plans; (7) assessment reports; (8) evaluation and compliance reports; (9) sampling reports; (10) human health risk evaluations; (11) remediation of the Properties; (12) work plans; (13) remedial action plans; (14) monitoring data; (15) closure reports or plans; and (16) historical operations; and

f. Any other documents regarding the Properties.

Please respond to this request and provide copies of the requested documents within the time set forth in Section 552(a)(6)(A)(1) of the Act. Pursuant to Section 552(a)(4)(A) of the Act, you are authorized to assess certain fees and costs incurred in responding to the request. However, prior to preparing copies of the responsive documents, I request that you contact me first to discuss the amount of documents obtained in responding to the request.

Please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,



Renée C. Floyd  
Associate

cc: Ryan D. Fischbach Esq.

Enclosures

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99 0509963

RECORDED/FILED IN OFFICIAL RECORDS  
 RECORDER'S OFFICE  
 LOS ANGELES COUNTY  
 CALIFORNIA  
 MAR 26 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER S USE

TITLE(S)

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EXAMINER S INT

*N*

Assessor s Identification Number (AIN)  
 To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

*6310-008-003**001*

Revision Number

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RECORDING REQUESTED BY  
OLD REPUBLIC TITLE COMPANY

WHEN RECORDED RETURN TO

99 0509963

Name XEBEC, LLC  
Address  
City, St ATTN: JOHN F. LEHR, JR  
Zip 2500 MICHELSON DR.  
SUITE 200  
IRVINE, CA 92612

SPACE ABOVE FOR RECORDERS USE

Order No 814788-44  
814194-44

## TITLE(s) OF DOCUMENT

GRANT DEED

TRANSFER TAX  
NOT A PUBLIC RECORD

Assessors Identification Number (AIN) 6310 - 008 - 003  
6310 006 001

OLD REPUBLIC  
TITLE COMPANY

(recording cover page 99)

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3

**GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO  
**XEBEC, LLC**

Attention John F Lehr, Jr  
Address 2500 Michelson Drive, Suite 200  
Irvine, California 92612

MAIL TAX STATEMENTS TO  
**XEBEC, LLC**

Attention John F Lehr, Jr  
Address 2500 Michelson Drive, Suite 200  
Irvine, California 92612

Documentary transfer tax is not of public record and  
is shown on a separate sheet attached to this Deed


---

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALCOA INC  
(formerly "Aluminum Company of America"), a Pennsylvania corporation, hereby grants to  
XEBEC, LLC, a California limited liability company, the real property located in Vernon,  
County of Los Angeles, State of California, described on Exhibit "A" attached hereto

Executed as of this 18th day of March, 1999

ALCOA INC  
a Pennsylvania corporation

By   
Name Robert G Wennemer  
Title Vice President Treasurer

**99 0509963**

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COMMONWEALTH OF PENNSYLVANIA )

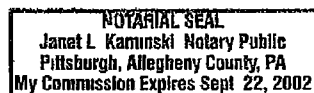
COUNTY OF ALLEGHENY )

On March 18th, 1999 before me, Janet L. Kaminski, personally appeared Robert G. Wennemer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument  
WITNESS my hand and official seal

Signature

*Janet L. Kaminski*

(Seal)



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GRANT DEED - XEBEC, LLC

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCELS 1 and 5 as shown on Parcel Map No 24894, in the City of Vernon, County of Los Angeles, State of California, filed in Book of Parcel Maps 286, Pages 46 through 48, all in the office of the Recorder of the County of Los Angeles

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99 0509971

RECORDED/FILED IN OFFICIAL RECORDS  
 RECORDER'S OFFICE  
 LOS ANGELES COUNTY  
 CALIFORNIA  
 MAR 26 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DEED

NOTIFICATION SENT \$ ©

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EXAMINER'S INT

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Assessor's Identification Number (AIN)  
 To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown

6310-008-003

001

Revision Number



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RECORDING REQUESTED BY  
OLD REPUBLIC TITLE COMPANY

WHEN RECORDED RETURN TO

99 0509971

Name  
Address XA PARTNERS, LLC  
City St ATTN. JOHN F LEHR, JR.  
Zip 2500 MICHELSON DR.  
SUITE 200  
IRVINE, CA 92612

SPACE ABOVE FOR RECORDERS USE

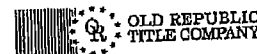
Order No 837119-44

## TITLE(s) OF DOCUMENT

GRANT DEED

TRANSFER TAX  
NOT A PUBLIC RECORD

Assessors Identification Number (AIN)	6310	-	008	-	003
	6310		006		001
	6410		007		009



(recording cover page 99)

3

**GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO  
**XA PARTNERS, LLC**  
Attention John F Lehr, Jr  
Address 2500 Michelson Drive, Suite 200  
Irvine, California 92612

MAIL TAX STATEMENTS TO  
**XA PARTNERS, LLC**  
Attention John F Lehr, Jr  
Address 2500 Michelson Drive, Suite 200  
Irvine, California 92612

Documentary transfer tax is not of public record and  
is shown on a separate sheet attached to this Deed

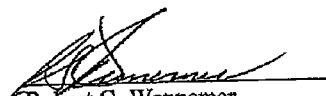
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**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALCOA INC  
(formerly "Aluminum Company of America"), a Pennsylvania corporation, hereby grants to  
XA PARTNERS, a California limited liability company, the real property located in Vernon,  
County of Los Angeles, State of California, described on Exhibit "A" attached hereto

Executed as of this 18th day of March, 1999

ALCOA INC  
a Pennsylvania corporation

By   
Name Robert G Wennemer  
Title Vice President Treasurer

**Mail Tax Statements To Return Address Above**

**99 0509971**

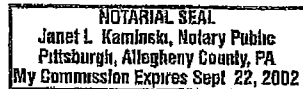
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COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

On March 18th, 1999 before me, Janet L. Kaminski, personally appeared Robert G. Wennemer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument  
WITNESS my hand and official seal

Signature Janet L. Kaminski

(Seal)



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GRANT DEED - XA PARTNERS, LLC

**EXHIBIT "A"**

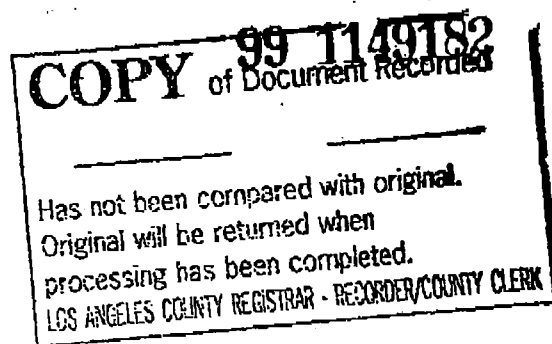
**LEGAL DESCRIPTION**

PARCELS 2, 3 and 4 as shown on Parcel Map No 24894, in the City of Vernon, County of Los Angeles, State of California, filed in Book of Parcel Maps 286, Pages 46 through 48, all in the office of the Recorder of the County of Los Angeles

6144058A-X59

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
CENTURY CAST PLATE, INC.  
c/o CENTURY ALUMINUM COMPANY  
Attention: Peter McGuire  
2511 Garden Road  
Building A, Suite 200  
Monterey, CA 93940

JUN 23 1999



MAIL TAX STATEMENTS TO:  
CENTURY CAST PLATE, INC.  
c/o CENTURY ALUMINUM COMPANY  
Attention: Peter McGuire  
2511 Garden Road  
Building A, Suite 200  
Monterey, CA 93940

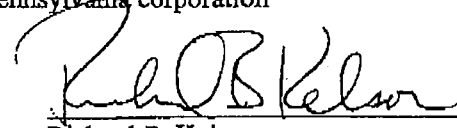
Documentary transfer tax is not of public record and  
is shown on a separate sheet attached to this Deed.

### GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALCOA INC. (formerly "ALUMINUM COMPANY OF AMERICA"), a Pennsylvania corporation, hereby grants to CENTURY CAST PLATE, INC., a Delaware corporation, the real property located in Vernon, County of Los Angeles, State of California, described on Exhibit "A" attached hereto.

Executed as of this 15<sup>th</sup> day of June, 1999.

ALCOA INC.  
(formerly Aluminum Company of America),  
a Pennsylvania corporation

By   
Name Richard B. Kelson  
Title Executive Vice President and Chief  
Financial Officer

AN 6310-6-1; 6310-8-3; 6310-7-9.

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY

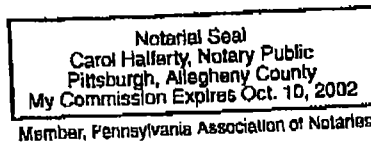
On June 15, 1999, before me, Carol B. Halferty, personally appeared Richard B. Kelson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Signature**

Coral Hafferty

(Seal)



**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCELS 6, 7 and 8, as shown on Parcel Map No. 24894, in the City of Vernon, County of Los Angeles, State of California, filed in Book of Parcel Maps 286, pages 46 through 48, inclusive, all in the office of the Recorder of the County of Los Angeles.

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10 UNITED STATES  
11 ENVIRONMENTAL PROTECTION AGENCY  
12 REGION 9

13 In re: ) Docket No. TSCA-09-89-0015  
14 )  
15 ALUMINUM COMPANY OF AMERICA, ) CONSENT AGREEMENT  
16 Respondent. ) AND  
17 ) FINAL ORDER

18 I

19 This administrative proceeding for the assessment of a civil  
20 penalty was initiated pursuant to Section 16(a) of the Toxics  
21 Substances Control Act, as amended (TSCA), [15 U.S.C. 2615(a)].  
22 The action was instituted by a Complaint and Notice of  
23 Opportunity for Hearing (Complaint) issued on August 15, 1989.  
24 The Complaint charged Aluminum Company of America (Respondent),  
25 with the violation of 40 C.F.R. 761.30(e), 761.60(a) and (d),  
26 761.65, 761.180(a) and Section 15(1) of TSCA [15 U.S.C.  
27 2614(1)(c)] at the facilities owned by Respondent located at 5151  
Alcoa Avenue, Vernon, California (Facility). Complainant is the



1 United States Environmental Protection Agency (EPA), Region 9.

2 II

3 Respondent and Complainant admit and agree that the Regional  
4 Administrator, EPA Region 9, has jurisdiction of the subject  
5 matter of the action set out in the Complaint and over the  
6 parties thereto, pursuant to 15 U.S.C. 2615 and 40 C.F.R.  
7 22.04(a).

8 III

9 Respondent neither admits nor denies the specific factual  
10 allegations made in the Complaint. Respondent hereby waives any  
11 rights which it may have to a hearing on any issues set out in  
12 the Complaint. Complainant waives whatever rights it may have to  
13 compel Respondent to answer or otherwise defend the Complaint.  
14 Respondent consents to the issuance of this Consent Agreement and  
15 Final Order without adjudication.

16 IV

17 By signing this Consent Agreement and Final Order,  
18 Respondent agrees to pay a civil penalty in the amount of FOUR  
19 THOUSAND EIGHT HUNDRED FIFTY DOLLARS in lieu of NINE THOUSAND  
20 SEVEN HUNDRED DOLLARS in the Complaint. The penalty adjustment  
21 set out herein above is based upon: 1) Respondent's good faith  
22 efforts to come into compliance with the TSCA regulations and 2)  
23 The Respondent's cooperation with the Environmental Protection  
24 Agency during settlement negotiations in the form of  
25 representations by Respondent's representatives which were  
26 followed by submission of Draft Clean-Up Agreements for PCB  
27 contamination in the #10 Press Building.

V

In executing this Consent Agreement and Final Order,  
Respondent agrees to undertake the following tasks and mitigative  
measures:

1. Respondent shall implement the requirements of 40  
C.F.R. 761.180(a) with respect to the maintenance of  
records. Respondent shall submit to Complainant within  
30 days after execution of this Consent Agreement by  
Respondent the PCB annual document format to be used in  
complying with this Agreement and shall submit a revised  
1987 PCB annual document in accordance with 40 C.F.R.  
761.180(a).

2. Within 45 days after the execution of this Consent  
Agreement and Final Order by Respondent, Respondent  
shall provide Complainant with documentation in the form  
of disposal manifests confirming that the Peeler Press  
and the Straightening Press have been disposed in  
accordance with 40 C.F.R. 761.60.

3. Within 45 days after the execution of this Consent  
Agreement and Final Order by Respondent, Respondent  
shall provide Complainant with copies of the site  
assessments conducted at the Peeler Press area and the  
Straightening Press area. Copies of site assessments  
shall include identification of sample locations, sample  
analysis results, description of any cleanup conducted  
and disposal manifests for any cleanup materials. The  
documentation shall confirm that standards required by

1 40 C.F.R 761.120 have been met.

2 4. Respondent shall provide Complainant within 60 days

3 after the execution of this Consent Agreement and Final

4 Order by Respondent with documentation in the form of

5 disposal manifests indicating that the 1000 Ton Forge

6 Press has been disposed of in accordance with 40 C.F.R.

7 761.60.

8 5. Respondent shall provide Complainant within 90 days

9 after the execution of this Consent Agreement and Final

10 Order by Respondent with a narrative description of

11 Respondent's PCB and lead cleanup effort at the 1000 Ton

12 Forge Press area supported by documentation such as:

13 Identification of sample locations, preliminary sample

14 analysis results, cleanup procedures, cleanup materials

15 used, final verification sampling results, and manifests

16 indicating proper disposal of cleanup debris. The

17 documentation shall indicate that standards required by

18 40 C.F.R. 761.120 have been met.

19 6. Within 30 days of execution of this Consent

20 Agreement and Final Order, Respondent shall begin a

21 program of PCB cleanup, as outlined in Attachment #1 of

22 this Consent Agreement and Final Order, in the #10 Press

23 Building (Extrusion Press Building). Respondent shall

24 submit to Complainant within ten consecutive days after

25 the end of each calendar quarter for a period of six

26 consecutive calendar quarters on and after the date of

27 execution of this Agreement by Respondent, a complete

1 report which shall indicate the status of the cleanup  
2 project. In the event that Respondent has completed all  
3 of the tasks and submitted all of the documentation  
4 required by this Article V.6,, the report set out herein  
5 will not be required.

6 7. Within 30 days after the execution of this Consent  
7 Agreement and Final Order, Respondent shall submit  
8 payment in the amount of FOUR THOUSAND EIGHT HUNDRED  
9 FIFTY DOLLARS. The payment shall be sent to:

10 EPA - Region 9  
11 Regional Hearing Clerk  
12 P. O. Box 360863M  
Pittsburgh, PA 15251

13 VI

14 In the event Respondent is unable to complete the tasks set  
15 out in Article V above, within the prescribed time, Complainant  
16 will extend the agreed performance period upon Respondent's  
17 written request, provided that Respondent can demonstrate to  
18 Complainant's reasonable satisfaction that Respondent has used  
19 its best efforts to comply with the specified requirements.

20 All submissions under this Consent Agreement and Final Order  
21 (other than the payment of civil penalty) shall be addressed as  
22 follows:

23 Greg Czajkowski, Chief  
24 Toxics Section, A-4-2  
25 Air and Toxics Division  
26 U.S. Environmental Protection Agency  
27 Region 9  
215 Fremont Street  
San Francisco, CA 94105

26 ///

27 ///

1 VII

2 This Agreement does not relieve Respondent from compliance  
3 with monitoring and from enforcement actions for TSCA violations  
4 not addressed by this Agreement, including but not limited to all  
5 non-civil enforcement actions, or from enforcement actions under  
6 laws administered by State or local environmental authorities,  
7 except where TSCA would pre-empt such laws and the specific  
8 violations are governed by the Agreement.

9 VIII

10 In executing this Consent Agreement and Final Order,  
11 Respondent agrees to pay the civil penalty in accordance with the  
12 conditions and timeframes specified in the FINAL ORDER set forth  
13 below. In accordance with the Debt Collection Act of 1982 and  
14 U.S. Treasury (TFRM 6-B000), payment must be received with 30  
15 days after the execution of this Consent Agreement and Final  
16 Order to avoid additional charges. If not received, interest  
17 will accrue from the date of execution at the current interest  
18 rate published by the U.S. Treasury. A late penalty charge of  
19 \$20.00 per thousand dollars of the proposed penalty will be  
20 imposed with an additional charge of \$10.00 for each subsequent  
21 30-day period. A 6% per annum penalty will be applied on any  
22 principal amount not paid within 90 days of the due date. In  
23 addition, if payment is not made within the required timeframe,  
24 Respondent shall be liable for the full amount of the civil  
25 penalty of NINE THOUSAND SEVEN HUNDRED DOLLARS as specified in  
26 the Final Order below.

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## IX


In the event that Respondent fails to perform any task set forth in this Consent Agreement and Final Order within the specified time, unless such time has been extended pursuant to Article IX, Respondent shall be deemed to be in default of this Consent Agreement and Final Order.

In the event that Respondent is deemed to be in default of this Consent Agreement and Final Order, Respondent agrees to pay Complainant the balance of the unpaid portion of the full amount of the civil penalty of NINE THOUSAND SEVEN HUNDRED DOLLARS within fifteen (15) days after Respondent's receipt of an Order of Non-Remittance.

X

Complainant and Respondent consent to the entry of this Agreement and Final Order without further notice.

February 12, 1990  
Date

  
Respondent Vincent R. Scorsone  
Group Vice Pres.-Aerospace & Industrial Products  
(print name and title)

Date \_\_\_\_\_

David P. Howekamp  
Director  
Air and Toxics Division

1 FINAL ORDER

2 IT IS HEREBY ORDERED that this Consent Agreement and Final Order  
3 (Docket No. TSCA-09-89-0015) be entered and Respondent shall pay  
4 by cashier's check or certified check made payable to the  
5 Treasurer, United States of America, within thirty (30) days  
6 after the execution of this Consent Agreement and Final Order,  
7 and addressed as follows:

8 EPA - Region 9  
9 Regional Hearing Clerk  
P.O. Box 360863M  
10 Pittsburgh, PA 15251

11 a civil penalty in the amount of FOUR THOUSAND EIGHT HUNDRED  
12 FIFTY DOLLARS (\$4,850.00). A copy of the check shall be sent to  
13 the EPA Region 9 address specified in Article VI above within  
14 thirty (30) days after the execution of this Consent Agreement  
15 and Final Order. In the event Complainant determines that  
16 Respondent has failed to complete all of the tasks identified in  
17 Article V above within the specified timeframes, the balance of  
18 the unpaid portion of the full amount of the civil penalty of  
19 Nine Thousand Seven Hundred Dollars shall be due within fifteen  
20 (15) days after Respondent's receipt of an order of  
21 non-remittance. Such balance shall be paid by cashier's check or  
22 certified check, made payable to the Treasurer, United States of  
23 America, and sent to the Pittsburgh address specified above.

24 This order shall become effective immediately.

25  
26 \_\_\_\_\_  
Date

27 \_\_\_\_\_  
Steven W. Anderson  
Regional Judicial Officer  
US EPA  
Region 9

1  
2  
3 ATTACHMENT #1  
4 CONSENT AGREEMENT AND FINAL ORDER  
5 DOCKET NUMBER TSCA-09-89-0015  
6

7 1. Conduct site assessment of all accessible areas in the #10  
8 Press Building (Extrusion Press Building) to determine PCB  
9 contamination by analyzing standard wipe samples and core  
10 samples. The sampling plan shall follow guidelines described in  
11 "Field Manual for Grid Sampling of PCB Spill Sites to Verify  
12 Cleanup," EPA document number EPA560/5-86/017.  
13

14 2. The above referenced characterization will include soil  
15 sampling for detection of PCB contamination under the Building.  
16 Aluminum Company of America to provide a diagram of the #10 Press  
17 Building and indicate proposed locations of soil sampling sites.  
18 The number and locations of soil samples to be taken to be agreed  
19 upon by Aluminum Company of America and EPA and the results of  
20 wipe, core and soil sampling to be submitted to EPA. Should a  
21 probability of potential groundwater contamination by PCBs exist,  
22 ALCOA should then be prepared to take appropriate remedial action  
23 to eliminate any risk to groundwater posed by the PCBs.  
24

25 3. ALCOA will select and indicate to EPA at least four areas of  
26 concrete, two vertical and two horizontal, representing highly  
27 contaminated and moderately contaminated areas, and shall clean  
them using a high pressure blaster and an appropriate cleaning  
solution followed by clean water rinse. The highly contaminated  
area will be chosen to represent the highest 10% of measured  
contamination while the moderately contaminated area will have  
PCB contamination of approximately 100 ug/100 sq. cm.

4. Verification sampling will be conducted in the four areas  
after one week and again after one month to determine efficiency  
of above referenced cleaning methods. If determined to be  
successful, this cleaning technique will be used on all  
accessible contaminated areas.

5. Accessible areas that show PCB contamination greater than 100  
ug/100 sq. cm. must be recleaned until decontamination levels  
fall within standards outlined by the PCB Spill Cleanup Policy 40  
C.F.R. 761.120. Accessible restricted access, low contact,  
indoor, nonimpervious surfaces may be cleaned to 100 ug/100 sq.  
cm. if then encapsulated.

6. In areas where cleaning has failed to meet the required  
standards, ALCOA, where practical, will consider concrete removal  
in those areas in order to reach PCB Spill Cleanup Policy  
decontamination levels.

7. Within 240 days after the execution of this Consent Agreement



1 and Final Order, Respondent shall provide Complainant with with a  
2 narrative description of cleanup effort at #10 Press Building and  
3 shall include documentation such as: Cleanup procedures, cleanup  
4 materials used, identification of verification sample locations,  
5 final verification sampling results, and manifests indicating  
6 proper disposal of cleanup debris.

7 B. Cleanup of all currently accessible areas in #10 Press  
8 Building shall be accomplished within 180 days from the effective  
9 date of this Consent Agreement and Final Order. In the event  
10 that Respondent is unable to complete the cleanup in time frame  
11 specified, Respondent shall make application in writing to EPA at  
12 the address specified in Article VI above for an extension of  
13 time. The application for an extension of time shall be  
14 submitted at least seven (7) days in advance for the date for  
15 performance of items 7 and 8 of this attachment.

16 9. At such time that the Facility is no longer in operation, or  
17 if the Facility is sold or transferred, or if any long term  
18 shutdown of the Facility occurs, full cleanup of PCB  
19 contamination in the #10 Press Building shall occur, with PCB  
20 Spill Clean Up Policy Standards 40 C.F.R. 761.120 standards being  
21 met.